

EXHIBIT H

From: weddlej@gtlaw.com
To: mattm@bellicosevi.com; [Karrie Wichtman; craig.mansfield@lvdcasino.com](mailto:Karrie.Wichtman@craig.mansfield@lvdcasino.com); shelly.allen@lvdtribal.com
Cc: huberb@gtlaw.com
Subject: RRTL and Pepper Cash Loan Docs
Date: Monday, December 12, 2011 4:44:39 PM
Attachments: [RRTL Privacy Policy.DOC](#)
[RRTL Adverse Action Notices \(two-step process\).DOC](#)
[RRTL Authorization for Automated Clearing House \(ACH\) Debits.DOC](#)
[RRTL Consumer Application.DOC](#)
[RRTL Loan Agreement and Promissory Note.DOC](#)
[PepperCash NEW Loan Agreement.DOC](#)

All -

Attached please find track changes versions of the existing consumer loan documents. We tried to put in solid notice provisions for the consumers in compliance with the Tribe's Consumer Code. Our consumer finance specialists have not yet had a chance to quickly review (we're hoping that will happen tonight), but you should be able to start business with these if they are acceptable to Shelly and Craig. We made need to revise the entity names in places and we also need to include the correct contact information on the forms (whatever 800-number will be used), but these will give you the idea. Matt has the ability to quickly make adjustments to the online versions of these documents, so we can take care of any issues asap. Looking forward to your feedback. Thanks.

Jennifer H. Weddle
Shareholder, Co-Chair American Indian Law Practice Group
Greenberg Traurig | 1200 17th Street, Suite 2400 | Denver, Colorado 80202
Tel 303.572.6565 | Fax 720.904.7665
weddlej@gtlaw.com | www.gtlaw.com



USA LAW FIRM OF THE YEAR, CHAMBERS GLOBAL AWARDS 2007

ALBANY • AMSTERDAM • ATLANTA • AUSTIN • BOSTON • CHICAGO • DALLAS • DELAWARE • DENVER • FORT LAUDERDALE • HOUSTON • LAS VEGAS • LONDON • LOS ANGELES • MIAMI • NEW JERSEY • NEW YORK • ORANGE COUNTY • ORLANDO • PALM BEACH COUNTY • PHILADELPHIA • PHOENIX • SACRAMENTO • SAN FRANCISCO • SHANGHAI • SILICON VALLEY • TALLAHASSEE • TAMPA • TYSONS CORNER • WASHINGTON, D.C. • WHITE PLAINS
*OPERATES AS GREENBERG TRAURIG MAHER LLP

STRATEGIC ALLIANCES WITH INDEPENDENT LAW FIRMS
MILAN • ROME • ZURICH

If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate such information. Pursuant to IRS Circular 230, any tax advice in this email may not be used to avoid tax penalties or to promote, market or recommend any matter herein.



Rev. 08/2011

FACTS	WHAT DOES RED ROCK TRIBAL LENDING, LLC DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • Account balances and payment history • Transaction or loss history and employment information <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
	All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons RED ROCK TRIBAL LENDING chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does RED ROCK TRIBAL LENDING share?	Can you limit the sharing?
For our everyday business purposes -- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes -- to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes -- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes -- information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Call [Telephone number]

Formatted: Highlight

What we do	
How does RED ROCK TRIBAL LENDING protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does RED ROCK TRIBAL LENDING collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> Apply for a loan or give us your income information Provide employment information or provide account information Give us your contact information. <p>We also collect your personal information from other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> sharing for affiliates everyday business purposes — information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you <p>Tribal laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> RED ROCK TRIBAL LENDING does not share with affiliates
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> RED ROCK TRIBAL LENDING does not share with nonaffiliates so they can market to you.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> RED ROCK TRIBAL LENDING does not jointly market.

Deleted: State laws

Red Rock Tribal Lending, LLC

P.O. Box 249

Watersmeet, MI 49969

Deleted: [Address]

Formatted: Font: Bold

Date:

[Customer Name & Address]

Re: Credit Services - Notice of Adverse Action

Dear Applicant:

Thank you for applying for credit to Red Rock Tribal Lending, LLC, P.O. Box 249, Watersmeet, Michigan 49969 (the "Enterprise"). Please be aware that Enterprise is an economic development arm, instrumentality, tribal enterprise, and limited liability company, of the Lac Vieux Desert Band of Lake Superior Chippewa (the "Tribe"), and operates pursuant to the laws of the Lac Vieux Desert Band of Lake Superior Chippewa Indians, including but not limited to the Tribal Consumer Financial Services Regulatory Code.

Deleted: [Address]

Deleted:

After carefully reviewing your application, we are sorry to advise you that we cannot provide you credit at this time. If you would like a statement of specific reasons why your application was denied, please complete the attached form and mail it to us at the address below within 60 days of the date of this letter. We will provide you with the statement of reasons within 30 days after receiving your request.

Deleted: [Address]

Red Rock Tribal Lending, LLC

Attn: Consumer Complaints

P.O. Box 249

Watersmeet, MI 49969

Telephone number

Deleted: [Address]

Formatted: Highlight

If we obtained information from a consumer reporting agency as part of our consideration of your application, its name, address, and (toll-free) telephone number is shown below. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. You have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you received is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency. You can find out about the information contained in your file (if one was used) by contacting:

[Consumer reporting agency's name, address, telephone number]

We also obtained your credit score from this consumer reporting agency and used it in making our credit decision. Your credit score is a number that reflects the information contained in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

Your credit score: [Score]

Date: [Date score was created]

Scores range from a low of [Low] to a high of [High] [Range of scores available for the type of credit]

Key factors that adversely affected your credit score: [Up to four key factors]

If you have any questions regarding this notice, you should contact us at the address and telephone number provided above.

Deleted: given

Sincerely,

Red Rock Tribal Lending, LLC

By: _____

Name:

Its authorized representative

NOTICES

CONFIDENTIAL

ROSETTE 010993

This Consumer Application and Notice of Adverse Action are governed by the laws of the Lac Vieux Desert Band of Lake Superior Chippewa Indians. It is the express intention of the Tribe and Enterprise to fully preserve, and not waive, in whole or in part, jurisdiction, sovereign immunity, or any and other rights, titles, privileges, and immunities to which they are entitled.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Consumer Response Center, Federal Trade Commission, Washington, DC 20580.

Deleted: NOTICE

CONFIDENTIAL

ROSETTE 010994

CUSTOMER REQUEST TO CREDITOR - REASON FOR DENIAL

TRANSACTION IDENTIFICATION NUMBER: <<insert cust. ID>>

CUSTOMER'S NAME _____

DATE _____ DATE OF DENIAL _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

DATE OF CUSTOMER'S REQUEST _____

CUSTOMER'S SIGNATURE _____

RED ROCK TRIBAL LENDING, LLC, WILL MAIL A WRITTEN STATEMENT OF REASONS FOR CREDIT DENIAL TO THE ADDRESS PROVIDED ABOVE WITHIN 30 DAYS OF RECEIPT OF THE CUSTOMER REQUEST.

Mail this form to: Red Rock Tribal Lending, LLC

Attn:

P.O. Box 249

Watersmeet, MI 49969

Telephone number _____

Deleted: PROVIDE

Deleted: AFTER THE DATE

Deleted: S

Deleted: ¶

¶

Deleted: (Address)

Formatted: Indent: Left: 0.5", First line: 0.5"

Deleted: ¶

CONFIDENTIAL

ROSETTE 010995

STATEMENT OF REASONS FOR CREDIT DENIAL**Red Rock Tribal Lending, LLC**

P.O. Box 249

Watersmeet, MI 49969

Formatted: Underline

Formatted: Font: Not Bold

Deleted: Red Rock Tribal Lending, LLC

Date:

(Customer Name & Address)

Re: Response to Applicant's Request for Adverse Action Reason

This is in response to your request for the specific reason for adverse action.

REASON(S) FOR DENIAL☐ Credit information incomplete☐ Unable to verify residence☐ Disputed or incomplete information on records☐ History of making payments on time to us was not satisfactory☐ Unable to verify identity☐ History of making payments on time to others was not satisfactory☐ Length of employment☐ Unable to verify credit history☐ Unable to verify employment☐ Bankruptcy☐ Length of residence☐ Other

The decision was based, in whole or in part, on information obtained from (insert name of credit information service), whose address and phone number is shown below. (insert name of credit information service) played no part in our decision and is unable to supply specific reasons why we have denied your request. You have a right under the Fair Credit Reporting Act to know the information contained in your file at (insert name of credit information service). You have a right to a free copy of your report from (insert name of credit information service), if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with (insert name of credit information service). You can find out about the information contained in your file by contacting (insert name of credit information service, address and toll-free telephone number).

We also obtained your credit score from (insert consumer reporting agency) and used it in making our credit decision. Your credit score is a number that reflects the information contained in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

Your credit score: (Score)

Date: (Date score was obtained)

Scores range from a low of _____ to a high of _____. (Range of possible scores for the model used)

Key factors that adversely affected your credit score: (Up to four key factors)

Sincerely,

Red Rock Tribal Lending, LLC

By: _____

Name: _____

Authorized Representative

NOTICE: Red Rock Tribal Lending, LLC (the "Enterprise") is an economic development arm, instrumentality, and limited liability company of the Lac Vieux Desert Band of Lake Superior Chippewa, created by resolution of the Tribal Council for the benefit of the Tribe, and operating pursuant to Tribal law.

This Consumer Application is governed by the laws of the Lac Vieux Desert Band of Lake Superior Chippewa Indians, including but not limited to the Tribal Consumer Financial Services Regulatory Code. It is the express intention of the Tribe and Enterprise to fully preserve, and not waive, in whole or in part, jurisdiction, sovereign immunity, or any and other rights, titles, privileges, and immunities to which they are entitled.

CONFIDENTIAL**ROSETTE 010996**



CONFIDENTIAL

ROSETTE 010997

Authorization for Automated Clearing House (ACH) Debits

Red Rock Tribal Lending, LLC
P.O. Box 249
Watersmeet, MI 49969
[Telephone number]

Consumer: [Name, address, and telephone number]

In this Authorization for Automated Clearing House (ACH) Debits (ACH Authorization), the words "you," "us," and "consumer" mean the consumers signing this ACH Authorization, jointly and severally if more than one. "We," "us," "our," and "Enterprise" mean Red Rock Tribal Lending, LLC, P.O. Box 249, Watersmeet, MI 49969. Enterprise is an economic development arm, instrumentality, tribal enterprise, and limited liability company, of the Lac Vieux Desert Band of Lake Superior Chippewa (the "Tribe"), created for the benefit of the Tribe and pursuant to Tribal Law. These terms also include each person's respective heirs, personal representatives, successors, and assigns, as applicable.

ACH Authorization: Consumer authorizes Enterprise to initiate debit entries to the account number specified below at the depository financial institution named below, and to debit the same to the account, in order to obtain payment of all of any part of any amount due and owing to Enterprise, or their respective assigns, under consumer's pawn, loan, or other consumer financial services transaction of even date, including any return item fee. Consumer understands and acknowledges that consumer may terminate this authorization by notifying Enterprise in such time and manner as to afford Enterprise and the depository financial institution a reasonable opportunity to act on it. This ACH Authorization will remain in full force and effect until the earlier of the following occurs: (i) consumer satisfies all of consumer's payment obligations under consumer's transaction with Enterprise; or (ii) consumer provides Enterprise notice of consumer's termination of this authorization in such time and manner as to afford Enterprise and the depository financial institution a reasonable opportunity to act on consumer's instructions. Consumer authorizes Enterprise to resubmit any ACH charge up to two additional times if the charge is unsuccessful.

Depository Institution Name:

Routing Transit (ABA) No.:

Consumer Name:

Branch:

Account No.:

Information regarding installment transactions: This notice applies if your transaction is payable in installments. You acknowledge that you have a right to require us to provide you notice 10 days in advance of a debit that is larger than a regular debit that informs you of the amount we will attempt to withdraw and the date on which we will ask your depository institution to process the withdrawal. You hereby waive that right and agree that until you send Enterprise a notice requesting a pre-debit notice, Enterprise is not required to send you notice prior to initiating the debit provided the amount of the debit does not exceed \$_____. For term transactions; or, if this is an installment transaction, between \$_____ (which is the amount of your lowest payment) and \$_____ (which is the highest amount that might be due from you if you default in making payments and your transaction is accelerated).

Preservation of Sovereign Immunity: It is the express intention of the Tribe and Enterprise, operating as an economic arm of the Tribe, to fully preserve, and not waive, in whole or in part, including jurisdiction, sovereign governmental immunity, and any and other rights, titles, privileges, and immunities, to which they are entitled. To protect and preserve the rights of the parties, no person to this Agreement may assume a waiver of immunity except by express written declaration of the Tribe's Tribal Council specifically authorizing waiver for the matter in question.

Governing Law: This ACH Authorization shall be governed by the laws of the Lac Vieux Desert Band of Lake Superior Chippewa Indians.

Consumer Notice About Tribal Sovereign Immunity and Tribal Consumer Complaint Department:

Sovereign Immunity: This ACH Authorization is being submitted by you to Red Rock Tribal Lending, LLC, P.O. Box 249, Watersmeet, MI 49969, (the "Enterprise"). Enterprise is an economic development arm, instrumentality, tribal enterprise, and limited liability company, of the Lac Vieux Desert Band of Lake Superior Chippewa ("Tribe"). The Tribe is a federally-recognized Indian Tribe and enjoys governmental sovereign immunity. In its contracts and dealings with you, the Tribe and Enterprise intend to fully preserve, and not waive, in whole or in part. To the extent permitted by law, Enterprise intends that it may enforce its rights and remedies against you for amounts owed and any collateral or property without being subject to any defenses (other than payment in full), claims, counterclaims, set off, or recoupment. Because the Tribe and Enterprise are entitled to sovereign immunity you will be limited in what matters, if any, you may be able to assert against them. To encourage resolution of consumer complaints and as an accommodation to consumers, Section 9 of the Tribal Consumer Financial Services Regulatory Code provides that all complaints lodged, filed, or otherwise submitted by you or on your behalf follow the Tribal Dispute Resolution Procedure.

Importance of complaints: It is important that you immediately inform Enterprise of any and all complaints regarding the handling of your transaction. By doing so, Enterprise can, when appropriate, resolve the issue, improve services, and consider alternate procedures to satisfy legitimate complaints while still preserving tribal sovereign immunity and exclusive jurisdiction.

Tribal Consumer Complaint Department: As an accommodation to consumers, the Tribe and Enterprise have established a Tribal Dispute Resolution Procedure to receive and consider any and all types of complaints made by or on behalf of consumers. The Tribal Dispute Resolution Procedure is found at Section 9 of the Tribal Consumer Financial Services Regulatory Code, a copy of which may be obtained upon request. The Tribe and Enterprise intend and resolve, to the extent permitted by law, for any complaint lodged, filed, or otherwise submitted by you or on your behalf to follow the Tribal Dispute Resolution Procedure. Under the Tribal Dispute Resolution Procedure, a consumer who, in the course of their ongoing lawful and proper use of Enterprise's business, has concerns about the operation of any part of Enterprise or who otherwise believes himself or herself to be aggrieved by some aspect of the operation of any part of Enterprise's business, shall direct his or her concerns or dispute in the first instance to Enterprise management, either orally or in writing. A person's complaint to the Enterprise shall be considered similar in nature to a petition for redress submitted to a sovereign government, without waiver of sovereign immunity and exclusive jurisdiction, and does not create any binding procedural or substantive rights for a petitioner. In the event that the consumer is dissatisfied with Enterprise's initial determination, he or she may request review of Enterprise's initial determination by submitting such request in writing to the Tribal Financial Services Regulatory Authority ("Authority"), P.O. Box 249, Watersmeet, MI 49969, no later than 60 days after Enterprise's initial determination. A consumer may then request an Arbitration session by submitting such request in writing to the Tribal Council within twenty (20) days of receiving the Authority's final written decision. Any determination by or on behalf of the Tribe, or Tribal Financial Services Regulatory Authority, whether procedural or substantive, shall be made by the Tribe in its sovereign discretion.

Waiver of jury trial and class-action or consolidated procedures: By entering into this Agreement, you agree to the Tribal Dispute Resolution Procedure and expressly waive any right to trial by jury or the ability to pursue any complaint on a class-action or consolidated basis.

Entire ACH Authorization; No Oral Agreements: For the protection of both you and us, you should not assume that you have any agreement with us on any item unless it is an ACH and signed by us. This ACH Authorization represents the final terms and conditions for this authorization and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no oral agreements between the parties. The terms and conditions of this ACH Authorization may not be modified except in writing signed by the parties.

Severability: If any provision of this ACH Authorization is determined to be invalid or unenforceable, such provision shall be reformed if practicable so as to achieve its intended purpose(s) and shall not in any way affect the remaining provisions of this ACH Authorization, or, if necessary, severed with the remaining provisions remaining in full force and effect. Provided, nothing in this ACH Authorization may be construed or modified so as to constitute a waiver of the Enterprise's or Tribe's sovereign immunity or exclusive jurisdiction.

Deleted: [Address]

Deleted: as a tribal enterprise

Deleted: to

Deleted: all concerned,

Deleted: that there has been

Deleted: such matters

Deleted: that

Deleted: reference

Deleted: a

Deleted: the

Deleted: and

Deleted: [Address]

Deleted:

Deleted: which

Deleted: Lender

Deleted: to

Deleted: this sovereign immunity and exclusive jurisdiction

Deleted: This means that because of

Deleted: the Enterprise, or the Tribe

Deleted: Instead, the Tribe and Enterprise intend, to the extent permitted by law, that any

Deleted: must be

Deleted: submitted solely to a

Deleted: let

Deleted: know if you have

Deleted: about the way that Enterprise

Deleted: as

Deleted: six things

Deleted: necessary

Deleted: ways as a sovereign tribal enterprise

Deleted:

Deleted: in accordance with certain claims procedures

Deleted: that

Deleted: must

Deleted: be submitted solely to a

Deleted: The Tribal Dispute Resolution Administrator can be contacted

at _____, A copy of this Tribal Dispute

Resolution Procedures may be obtained upon request.

Deleted: within

Deleted: Authority

Deleted: y

Deleted: recognize and

Deleted: agree

Deleted: that you will not issue

By electronically signing below: 1. Consumer agrees to the terms and conditions of this ACH Authorization; and 2. Consumer acknowledges receipt of a copy of this document.

This ACH Authorization is executed on _____

Consumer's Electronic Signature: By typing your last name and verifying your date of birth below, you are electronically signing and agreeing to all the terms of this ACH Authorization.

(Type name) <Type Box> _____

Borrower's Name as on Application: _____ Date of Birth (mm/dd/yyyy) <Type Box> _____

< AGREE >

<PRINT>

CONFIDENTIAL

ROSETTE 010999

Consumer Application

Date: _____

Red Rock Tribal Lending, LLC
P.O. Box 249
Watersmeet, MI 49969
(ADD PHONE NUMBER)

Consumer: (Name, address, and telephone number)

Deleted: (Address)

Deleted: (Address)

Deleted: These terms also

Deleted:

In this application ("Application"), the words "you", "our" and "consumer" mean the applicants signing this Application, jointly and severally, if more than one. "We", "us", "our", and "Enterprise" mean Red Rock Tribal Lending, LLC, P.O. Box 249, Watersmeet, MI 49969. Enterprise is an economic development arm, instrumentality, tribal enterprise, and limited liability company, of the Lac Vieux Desert Band of Lake Superior Chippewa (the "Tribe"), created for the benefit of the Tribe and operating pursuant to Tribal law. The terms of this Application and agreement shall include and be enforceable against each person's respective heirs, personal representatives, successors, and assigns, as applicable.

As part of this application process, consumer will receive Enterprise's Privacy Policy.

Consumer Information

Consumer Name (last, first, middle initial)

Street Address (city, county, zip)

Date of Birth (month/day/year)

Home Phone

Alternate Phone Number

SSN

DOB

ID Type

Exp. Date

Employer Name

Date Next Paid Frequency

Personal Reference Name

Reference Phone

Personal Reference Name

Reference Phone

Alimony, child support, or separate income need not be revealed if I do not wish to have it considered as a basis for paying for credit services or repaying a third-party loan.

Military Status - Covered Borrower Identification Statement

Federal law provides important protections to active duty members of the Armed Forces and their dependents. To ensure that these protections are provided to eligible applicants, we require you to sign one of the following statements as applicable:

I AM a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer.

I AM a dependent of a member of the Armed Forces on active duty as described above, because I am the member's spouse, the member's child under the age of eighteen years old, or I am an individual for whom the member provided more than one-half of my financial support for 180 days immediately preceding today's date.

OR

I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

Consumer Signature

Date

Warning: It is important to fill out this form accurately. Knowingly making a false statement on a credit application is a crime.

Caution: The transaction you have applied for is not intended to meet long-term financial needs. Repeated or frequent use can create serious financial hardships. Before entering into this transaction, you should evaluate the costs and benefits of alternatives, including, for example, a transaction from another credit transaction provider, a loan from family or friends, a credit card advance, an advance under an account with overdraft protection, or a salary advance.

The terms and conditions of this Application continue on page two.

By electronically signing below: 1. Consumer represents that the information in this Consumer Application is up-to-date, true, correct, and complete; 2. Consumer agrees to the Lender's current privacy policy; 3. Consumer agrees to the terms and conditions of this Consumer Application; and 4. Consumer acknowledges receipt of a copy of each of these documents.

Consumer's Electronic Signature: This Application will be deemed incomplete unless it is electronically signed below. By typing your last name and verifying your date of birth below, you are electronically signing and agreeing to all the terms of this Consumer Application.

(Type name) <Type Box>

Borrower's Name as on Application Date of Birth (mm/dd/yyyy) <Type Box>

</AGREE>

<PRINT>

CONFIDENTIAL

ROSETTE 011000

Preservation of Sovereign Immunity: It is the express intention of the Tribe and Enterprise, operating as an economic arm of the tribe, to fully preserve, and not waive, in whole or in part, exclusive jurisdiction, sovereign governmental immunity, and any and other rights, titles, privileges, and immunities, to which they are entitled. To protect and preserve the rights of the parties, no person Agreement may assume a waiver of immunity except by express written declaration of the Tribe's Tribal Council specifically authorizing a waiver for the matter in question.

Governing Law: This Consumer Application and all related documents, agreements, and transactions shall be governed by the laws of the Lac Vieux Desert Band of Lake Superior Chippewa Indians.

Consumer Notice About Tribal Sovereign Immunity and Tribal Consumer Complaint Department

Sovereign Immunity: This Consumer Application is being submitted by you to Red Rock Tribal Lending, LLC, P.O. Box 249, Wittenberg, MI 49969, the Enterprise, which is an economic development arm, instrumentality, tribal enterprise, and limited liability company, of the Lac Vieux Desert Band of Lake Superior Chippewa ("Tribe"). The Tribe is a federally-recognized Indian Tribe and enjoys governmental sovereign immunity. In its contracts and dealings with you, the Tribe and Enterprise intend to fully preserve, and not waive, in whole or in part, exclusive jurisdiction, sovereign immunity, or any and other rights, titles, privileges, and immunities to which they are entitled. To the extent permitted by law, Enterprise intends to enforce its rights and remedies against you for amounts owed and any collateral or property without being subject to any defenses (other than payment in full), claims, counterclaims, set-off, or recoupment. Because the Tribe and Enterprise are entitled to sovereign immunity, you will be limited in what matters, if any, you may be able to assert against them. To encourage resolution of consumer complaints and as an accommodation to consumers, Section 9 of the Tribal Consumer Financial Services Regulatory Code provides that all complaints lodged, filed, or otherwise submitted by you or on your behalf follow the Tribal Dispute Resolution Procedure.

Importance of complaints: It is important that you immediately inform Enterprise of any and all complaints regarding the handling of your loan. By doing so, Enterprise can, when appropriate, resolve the issue, improve services, and consider alternate procedures to address and satisfy legitimate complaints while preserving tribal sovereign immunity and exclusive jurisdiction.

Tribal Dispute Resolution Procedure: As an accommodation to consumers, the Tribe and Enterprise have established a Tribal Dispute Resolution Procedure to receive and consider any and all types of complaints made by or on behalf of consumers. The Tribal Dispute Resolution Procedure is found at Section 9 of the Tribal Consumer Financial Services Regulatory Code, a copy of which may be obtained upon request. The Tribe and Enterprise intend and require, to the extent permitted by law, for any complaint lodged, filed, or otherwise submitted by you or on your behalf to follow the Tribal Dispute Resolution Procedure. Under the Tribal Dispute Resolution Procedure, a consumer who, in the course of their otherwise lawful and proper use of Enterprise's business, has concerns about the operation of any part of Enterprise or who otherwise believes himself or herself to be aggrieved by some aspect of the operation of any part of Enterprise's business, shall direct his or her concerns or dispute in the first instance to Enterprise management, either orally or in writing. A person's complaint to the Enterprise shall be considered similar in nature to a petition for redress submitted to a sovereign government, without waiver of sovereign immunity and exclusive jurisdiction, and does not create any binding procedural or substantive rights for a petitioner. In the event that the consumer is dissatisfied with Enterprise's initial determination, he or she may request review of Enterprise's initial determination by submitting such request in writing to the Tribal Financial Services Regulatory Authority ("Authority"), P.O. Box 249, Wittenberg, MI 49969, no later than ten (10) days after receiving Enterprise's initial determination. A consumer may then appeal an Authority opinion by submitting such request in writing to the Tribal Council within twenty (20) days of receiving the Authority's final written decision. Any determination by or on behalf of the Tribe or Tribal Financial Services Regulatory Authority, whether procedural or substantive, shall be made by the Tribe in its sovereign discretion.

Waiver of jury trial and class-action or consolidated procedures: By submitting this Application to Enterprise, you agree to the Tribal Dispute Resolution Procedure and expressly waive any right to trial by jury or the ability to pursue any complaint on a class-action or consolidated basis.

Entire Application; No Oral Agreements: For the protection of both you and us, you should not assume that you have any Agreement with us on any item unless it is in writing and signed by us. This Consumer Application represents the final terms and conditions for your application and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no oral agreements between the parties. The terms and conditions of this Consumer Application may not be modified except in writing.

Severability: If any provision of this Consumer Application is determined to be invalid or unenforceable, such provision shall be reformed if practicable so as to achieve its intended purpose(s) and shall not in any way affect the remaining provisions of this Consumer Application, or, if necessary, severed with the remaining provisions remaining in full force and effect. Provided, nothing in this Consumer Application may be construed or modified so as to constitute a waiver of the Enterprise's or Tribe's sovereign immunity or exclusive jurisdiction.

Deleted: as a tribal enterprise

Deleted: e

Deleted: to

Deleted: .

Deleted: all concerned

Deleted: that there has been

Deleted: such matters

Deleted: that

Deleted: references

Deleted: the

Deleted: and

Deleted: (Address)

Deleted: Lender

Deleted: fully

Deleted: to

Deleted: this sovereign immunity and exclusive jurisdiction

Deleted: that it may

Deleted: This means that because of

Deleted: the Enterprise, or the Tribe

Deleted: instead

Deleted: the Tribe and Enterprise

Deleted: intend, to the extent permitted by law, that

Deleted: any

Deleted: must be submitted solely

Deleted: to a

Deleted: let

Deleted: know if you have

Deleted: about the way that Enterprise

Deleted: es

Deleted: for things

Deleted: necessary

Deleted: ways

Deleted: as a sovereign tribal enterprise to

Deleted: still

Deleted: Tribal Consumer Complaint Department

Deleted: in accordance with certain claims procedures

Deleted: that

Deleted: must be submitted solely to a

Deleted: The Tribal Dispute Resolution Administrator can be contacted at

Deleted: when

Deleted: Y

Deleted:

Deleted: recognize and

Deleted: agree that you will not have

Loan Agreement, Promissory Note, and Security Agreement - Page 3 of 3

Loan Agreement, Promissory Note, and Security Agreement

Date of this Agreement:

Red Rock Tribal Lending, LLC

Consumer (Name, address, city, telephone)

P.O. Box 249

Watersmeet, MI 49789

(ADD PHONE NUMBER)

Deleted: [Address]

TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount your credit will cost you.	Amount Financed The amount of credit provided to you.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
_____ %	\$ _____	\$ _____	\$ _____

Payment Schedule:

One payment of \$ _____ due _____

Security Interest: Our loan is secured by your ACH authorization.

Prepayment: If you pay off early, you will not have to pay a penalty.

Late charge: If you fail to pay the Payment Amount within seven days after the Payment Date, you will owe a late charge equal to the greater of 5% of the Payment Amount or \$7.50.

See the terms below for any additional information about nonpayment, default and prepayment refunds.

Itemization of the Amount Financed

Amount given to you directly: \$ _____

Amount paid on our prior loan to you: \$ _____

Amount paid to _____ for: \$ _____

Plus Processing Fee to us (Prepaid Finance Charge): \$ _____

Equals "Principal Amount" of your loan: \$ _____

Less Prepaid Finance Charge: \$ _____

Equals Amount Financed: \$ _____

Definitions: In this Loan Agreement, Promissory Note, and Security Agreement ("Loan Agreement"), we, our, us, and Enterprise mean Red Rock Tribal Lending, LLC, P.O. Box 249, Watersmeet, MI 49789. Enterprise is an economic development arm, instrumentality, tribal enterprise, and limited liability company, of the Lac Vieux Desert Band of Lake Superior Chippewa (the "Tribe") created for the benefit of the Tribe and operating pursuant to Tribal law. You, your, or consumer mean the borrower under this Loan Agreement. Loan means the loan from Enterprise to you under this Loan Agreement.

Promise to pay: You promise to pay us or to our order the Amount Financed of \$ _____ plus daily-accrued pre-maturity interest at the rate of _____ % per month (equivalent to a daily rate of _____ % and a per annum rate of _____ %). Payment is due on the due date shown in Payment Schedule above. You must pay us by (a) ACH debit to your designated depository account, (b) money order delivered to us at _____, or (c) such other method that we may authorize in writing from time to time. While we are not legally required to do so, we may allow you to renew on the same terms unless you advise us in advance that you plan to pay in full on the due date. Any renewal is not binding on us unless you satisfy our conditions to renew (e.g., paying accrued charges) and we provide you with written confirmation of renewal. You should not assume that your transaction has been renewed unless our conditions have been satisfied and we have provided with written confirmation of renewal.

Interest accrual: Interest accrues daily, both pre-maturity and post-maturity, on amounts due and owing at the rate of _____ % per day (equivalent to _____ % annual interest rate, as applicable, until paid, subject to legal limits, if any. Interest accrues daily based upon when payments are received. This means the amount of accrued interest may be different from the amount shown in the Payment Schedule above since the Payment Schedule above assumes that payment will be made on the scheduled due date. If you pay early, the amount of accrued interest may be less. If you pay late, the amount of accrued interest may be greater.

Allocation of payments: Payments are applied first to the accrued interest, next to any late charges or returned item fees, and finally to principal. Any partial prepayments will be applied to amounts owing in inverse order of maturity, which means that partial prepayments do not alter the timing or amount of scheduled payments but might cause an adjustment to the timing and amount of the final payment. Any partial prepayments will not allow you to skip scheduled payments.

Loan proceeds: You agree that we may disburse the loan proceeds as set forth in the itemization of the Amount Financed, with the amount given to you directly being deposited by us by ACH credit to your designated depository account. You agree to pay a processing fee in the amount shown above. The processing fee is financed as part of the Principal Amount of the loan and accrues interest.

Late Charge: You agree to pay a late charge equal to the greater of 5% of the payment amount or \$7.50 for any payment that is late. The late charge may be assessed if your payment is 7 days late.

Dishonored Item Fee: If any payment (including an ACH payment that you have authorized) is returned for any reason, you will owe a dishonor fee of \$30.00, and you agree that your account may be debited to collect these fees. You understand that your bank may charge a fee if you do not have sufficient funds in your account to cover an ACH debit initiated by Enterprise.

Collateral: To secure prompt payment and performance of consumer's obligations under this Agreement, consumer grants to Enterprise a security interest in, and pledge and assignment of its applicable, consumer's ACH authorization.

Consumer's representations and warranties: Consumer represents and warrants that: (1) consumer has the right to enter into this Loan Agreement; (2) consumer is not a debtor under any proceeding in bankruptcy and has no intention to file a petition for relief under any chapter of the United States Bankruptcy Code; and (3) consumer is at least 18 years of age.

Notices to Consumer or to Enterprise: Any notice that Enterprise is required to provide under this Agreement or applicable law will be deemed reasonable if sent to consumer at the mailing current mail address or e-mail address on Enterprise's books and records. Any notice the consumer provides to Enterprise must be sent to Enterprise at its address indicated above, Attention: Tribal Financial Services Regulatory Authority, or such other address as Enterprise may designate in writing from time to time.

Default: Consumer will be in default if any of the following happens: (1) consumer fails to make any payment when due or fails to perform any other promises under this Agreement; (2) any representation or statement made or furnished by consumer or on consumer's behalf is false or misleading in any material respect either now or at the time made or furnished; (3) consumer dies or becomes insolvent, or any proceeding is commenced either by consumer or against consumer under any bankruptcy or insolvency laws; or (4) consumer fails to maintain consumer's depository account in good standing and in active status or fails to maintain the required amount of funds in consumer's account.

Enterprise's rights in the event of default: Upon the occurrence of any event of default, Enterprise may, at its option, and without notice or demand, do any one or more of the following, alternatively or cumulatively to the extent permitted by law: (a) treat the whole outstanding balance of the Loan, less any unearned charges, due and payable under this Loan Agreement immediately and proceed to collect it; (b) exercise all other applicable rights, powers and remedies.

Notices to Consumer and Consumer Waivers: Except for notices required by this Loan Agreement, consumer, and others responsible, waive any demand, notice of nonpayment, notice of intention to accelerate, notice of acceleration, presentment, and notice of dishonor to the extent permitted by law. Consumer, and others responsible,

Deleted: accrued

Deleted: Consumer Complaint Department

Deleted: provided

Deleted: in

Deleted: to the extent permitted by law

Deleted: to the extent permitted by law, e

CONFIDENTIAL

ROSETTE 011002

(Type name) <Type Box>

[illegible]

Importance of compliance: It is important for you as Enterprise owner if you have any complaints about the way that Enterprise handles your loan. By doing so, Enterprise can fix things when necessary, improve services, and consider ways as a sovereign tribal enterprise to satisfy legitimate concerns, while still preserving tribal sovereignty and exclusive jurisdiction.

Third Country Consular Disputant: As an accommodation to consulates, the *Rules and Examples* have established a Third Country Resolution Procedure to resolve any conflict and any all types of consular matter by or on behalf of consulars, such as consulars' rights to enter, transit, and depart. The *Rules and Examples* intend to give the consular permission by law, that any consular by you or on your behalf must be furnished solely to a Third Country Resolution Procedure. The Third Country Resolution Procedure can be accessed at: www.dhs.gov/immigration/travel/entry-exit/3crp.htm. A copy of the Third Country Resolution Procedure may be obtained upon request. A person's compliance to the *Examples* shall be considered stature in nature to a position for not being admitted to a sovereign government, neither aware of sovereign immunity or exclusive jurisdiction, and does not create any binding procedural or substantive rights for a petitioner. Any determination by or on behalf of the Tribe, whether procedural or substantive, shall be made by the Tribe in its sovereign capacity.

Loan Agreement, Promissory Note, and Security Agreement -- Page 3 of 3

Borrower's Name as on Application: _____ Date of Birth (mm/dd/yyyy) <Type Box> _____
<1 AGREE>
<PRINT>

CONFIDENTIAL

ROSETTE 011004

LOAN AGREEMENT

Disbursement Date: <u>LOAN_EFFECTIVE_DATE</u> Payment Date: <u>LOAN_DUE_DATE</u>	Type of Contract: Loan # <u>APPLICATION_NUMBER</u>
Red Rock Tribal Lending, LLC DBA: PepperCash.com P.O. Box 249 Watersmeet, MI 49969 Phone: 1-888-408-0151 Email address: <u>legal@PepperCash.com</u>	Borrower Name: <u>CUSTOMER_NAME</u> Borrower Address: <u>CUSTOMER_ADDRESS1</u> <u>CUSTOMER_ADDRESS2</u> Address: <u>CUSTOMER_CITY</u> , <u>CUSTOMER_STATE</u> <u>CUSTOMER_ZIP</u> Phone: <u>CUSTOMER_PHONE_NUMBER</u> Email address: <u>CUST_EMAIL</u>

Deleted: Tribal Entity

Deleted: Address

Field Code Changed

In this Loan Agreement (hereinafter, the "Loan Agreement", or "Agreement") the words "we", "us", "our" or "Enterprise" mean Red Rock Tribal Lending, LLC D/B/A PepperCash.com, ("Enterprise"). Enterprise is an economic development arm, instrumentally tribal enterprise, and limited liability company of the Lac Vieux Desert Band of Lake Superior Chippewa the "Tribe", created for the benefit of the Tribe and operating pursuant to Tribal Law. The Words "you", "your", "consumer" or "I" mean the borrower under this Loan Agreement.

Deleted: "you", "your" and "I" mean the borrower who has electronically signed it. The words

Deleted: and

Deleted: Lender

In order to complete your transaction with us, you must electronically sign this Loan Agreement by (a) entering your initials and (b) clicking the "I Agree" button at the end of the Loan Agreement. We will then approve or deny the Loan Agreement. If the Loan Agreement is approved, it will be consummated as of the Disbursement Date shown above. We will use commercially reasonable efforts to affect a credit entry by depositing the proceeds from this Loan Agreement into the bank account listed below in the ACH Authorization Section (your "Bank Account") on the Disbursement Date above. Unavoidable delays as a result of bank holidays, the processing schedule of your individual bank, the untimely receipt of borrower verification detail (if required), inadvertent processing errors, "acts of God", and/or "acts of terror" may extend the time for the deposit. In the event that the disbursement is delayed, the Disbursement Date will automatically adjust to reflect the date when proceeds entered your Bank Account. You will have the option of rescinding the Loan in accordance with the "RESCISION" provision listed below, which describes, among other things, the time and manner within which notice of rescission must be given to be effective. Failure to give such notice as and when set out in the "RESCISION" provision will be deemed to constitute acceptance by you of the delayed disbursement date and the revised terms of the Loan Agreement.

All terms of this Agreement remain in full force and effect until all amounts owed to us by you are paid in full, including those associated with any renewal transactions, as described below.

You promise to pay us the Total of Payments according to the terms of our disclosures set forth below on the date stated in the Payment Schedule below ("Payment Due Date"). You grant us a security interest in your ACH Authorization in the amount of the Total of Payments (the "ACH Authorization") which we may negotiate on the Payment Due Date or thereafter. You further promise to pay us all subsequent finance and other charges and fees in accordance with this Agreement. No interest, fees, or other charges are charged after the Payment Due Date except in the event of a "Late Charge", "Renewal", or "Workout" as explained below. All payments will be applied first to interest and then to principal. Both the amount of interest charged and rate thereof are set forth respectively in the Finance Charge and Annual Percentage Rate disclosures in this Agreement, which are subject to adjustment in the event of a delayed disbursement.

U.S. FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<u>CALCULATED_APR%</u>	<u>FINANCE_CHARGE</u>	<u>LOAN_AMOUNT</u>	<u>TOTAL_OF_PAYMENTS</u>

Your Payment Schedule will be:

One Payment in the Amount of TOTAL_OF_PAYMENTS is due LOAN_DUE_DATE

Security: You are giving us a security interest in the ACH Authorization.

Prepayment: If you pay off early, you will not be entitled to a refund of the unearned portion of the finance charge.

See the terms of this Loan Agreement for any additional information about nonpayment, default, and prepayment refunds.

Itemization of Amount Financed: Amount given to you directly: LOAN_AMOUNT Amount paid on

Loan No. APPLICATION_NUMBER with us: \$0.00.

(1) THIS LOAN IS DESIGNED AS A SHORT-TERM CASH FLOW SOLUTION AND NOT DESIGNED AS A SOLUTION FOR LONGER TERM FINANCIAL PROBLEMS. (2) ADDITIONAL FEES MAY ACCRUE IF THE LOAN IS ROLLED OVER. (3) CREDIT COUNSELING SERVICES ARE AVAILABLE TO CONSUMERS WHO ARE EXPERIENCING FINANCIAL PROBLEMS.

CONSENT TO ELECTRONIC COMMUNICATIONS

The following terms and conditions govern electronic communications in connection with this Loan Agreement and the transaction evidenced hereby (the "Consent"). By electronically signing this Loan Agreement by clicking the "I AGREE" button below, you are confirming that you have agreed to the terms and conditions of the Consent and that you have downloaded or printed a copy of this Consent for your records. You agree that:

* Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, this Loan Agreement, this Consent, the Truth in Lending disclosures set forth in this Agreement, change-in-term notices, fee and transaction information, statements, delayed disbursement letters, notices of adverse action, and transaction information (collectively, "Communications"), may be sent to you electronically by posting the information at our web site, www.PepperCash.com, or by sending it to you by e-mail by us or any vendor/servicer contracted through us at any time.

* We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so.

* You may obtain a copy of any Communication by contacting us at www.PepperCash.com or by calling us at 1-888-408-0151. You also can withdraw your consent to ongoing electronic communications in the same manner, and ask that they be sent to you in paper or non-electronic form.

* You agree to provide us with your current e-mail address for notices at the email address indicated above. If your e-mail address, telephone number(s), or residence address changes, you must send us a notice of the new address/telephone number(s) by sending us an e-mail, using secure messaging, at least five (5) days before the change.

* In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet. Your browser must support the Secure Sockets Layer (SSL) protocol. SSL provides a secure channel to send and receive data over the Internet through HS encryption capabilities. Netscape 4.7+ and above and Microsoft Internet Explorer 5.01+ and above support this feature. You will also need a printer connected to your computer to print disclosures/ notices. We do not provide ISP services. You must have your own Internet Service Provider.

* We may amend (add to, delete or change) the terms of this Consent to Electronic Communications by providing you with advance notice.

* You agree that you are able to view and/or electronically store the information presented at this website. You also agree to print and retain a copy of this Agreement and Consent to Electronic Communications for your records.

SECURITY: We have disclosed to you that our interest in the ACH Authorization is a security interest as a courtesy only, because the Tribal Consumer Financial Services Regulatory Code does not clearly address whether our interest in the ACH Authorization is a "security interest," nor has the Tribal Financial Services Regulatory Authority promulgated any rules to clarify such classification.

PAYMENT OPTIONS: Your Total of Payments will be due on the Payment Due Date. If you do not wish to pay the Total of Payments on your Payment Due Date, you must select your payment option at least three (3) banking business days prior to your Payment Due Date by contacting us at 1-888-408-0151. At that time, you may choose:

- (a) **Payment in full:** You may pay the Total of Payments shown above, plus any accrued fees, to satisfy your loan in full. When you contact us and choose this option, we will debit your Account for the Total of Payments plus any accrued fees, in accordance with the ACH Authorization below; OR
- (b) **Renewal:** You may renew your loan (that is, extend the Payment Due Date of your loan until your next Pay Date¹) by authorizing us to debit your Account for the amount of the Finance Charge, plus any accrued fees. If you choose this option, your new Payment Due Date will be your next Pay Date¹, and the rest of the terms of this Agreement will continue to apply.

AUTO-RENEWAL: If you fail to contact us to confirm your Payment Option, or otherwise fail to pay the loan in full on any Payment Due Date, PepperCash.com may automatically renew your loan as described under (b) above, and debit your Bank Account on the Payment Due Date or thereafter for the Finance Charge and any accrued fees. Your new Payment Due Date will be your next Pay Date¹, and the rest of the terms of this Agreement will continue to apply. You must contact us 3 banking business days prior to your new Payment Due Date to confirm your payment option for the Renewal Transaction. If you fail to contact us, or otherwise fail to pay the loan in full on your new Payment Due Date, we may automatically renew the loan until your next Pay Date¹. You may obtain up to 5 Renewals in addition to the initial loan transaction. All terms of this Agreement continue to apply to Renewal Transactions. All Renewals are subject to Lender's approval. If you choose to renew your loan for any additional period after the Payment Due Date, you will be charged the Finance Charge disclosed above for each "Loan Period" in which the Loan remains outstanding. If your Renewal is approved, your existing loan will be extended to a one Loan Period loan (10 - 24 day term) payment schedule and you will pay the finance charge of \$35 per \$100 of principal owed on the next Payment Due Date. You will accrue new finance charges with every Renewal of this loan.

AUTO-WORKOUT: Unless you contact us to confirm your option for Payment in Full prior to your 5th Renewal Payment Due Date, your loan will automatically be placed into a Workout Payment Plan. Under the Workout Payment Plan, your Account will automatically be debited on your Pay Date¹ for accrued finance charges plus a principal payment of \$25 until the loan principal amount owed reaches \$25 or less. When your amount owed reaches \$25 or less, we will debit the remaining amount of principal, plus additional finance charges, on your next pay date¹. This does not limit any of Lender's other rights under the terms of this Agreement. All Workout Payment Plans are subject to Lender's approval.

RETURNED ITEM FEE: You agree to pay an insufficient fund fee of \$30 if an item in payment of what you owe is returned unpaid, or if an ACH debit entry, the authorization for which was not properly revoked by you, is rejected by your bank for any reason. If your payment is returned unpaid, you authorize us to make a one-time electronic funds transfer from your account to collect the returned item charge of \$30.

¹ The term "Pay Date" refers to the next time following the Payment Due Date, that you receive regular wages or salary from your employer. Because Renewal transactions are for at least ten (10) days, if you are paid weekly, your loan will be Renewed until the next Pay Date that is at least fourteen days after the prior Payment Date.

Formatted: Highlight

Formatted: Highlight

Deleted: Costa Rica law

Deleted:

LATE CHARGE: If your scheduled payment is late more than fifteen (15) days after its due date, we will effect a debit entry to Your Account, a Late Charge of \$30 will be assessed to your account.

TELEPHONE COMMUNICATIONS/MESSAGING: You authorize us, our assigns, successors or our servicing agents to send a SMS text message to you at any mobile number at which we reasonably believe we can contact you, for any lawful purpose, including but not limited to: (1) suspected fraud or identity theft, (2) obtaining information necessary for us to service your account, (3) collecting on your account, (4) notifying you as to important issues regarding your account, (5) to notify you of discounts, promotions, or any other marketing materials, or (5) any other purpose. Telephone numbers you authorize us, our assigns, successors or our servicing agents to text message to include any numbers provided to us, our assigns, successors or our servicing agents and numbers from which you call us, our assigns, successors or our servicing agents. You agree to pay any fee(s) or charge(s) that you may incur for incoming and outgoing messages from or to us or our assigns, successors, or our servicing agents, without reimbursement from us or them.* You authorize us, our assigns, successors or servicing agents to send recorded messages to any phone numbers provided to us, our assigns, successors or service agents.

INCOME VERIFICATION: You authorize PepperCash.com to verify your past and/or present employment history and income as may be necessary to process your loan. The employment and/or income verification that PepperCash.com obtains is only to be used in the processing of your application for a loan. Furthermore, you represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code.

ACH AUTHORIZATION: You hereby voluntarily authorize us, and our successors and assigns, to initiate automatic credit and debit entries to your Bank Account: Bank Routing Number: CUSTOMER_ABA_NUMBER and Bank Account Number: CUSTOMER_BANK_ACCOUNT_NUMBER, in accordance with this Agreement.

You agree that we will initiate a credit entry to your Bank Account for the Amount Financed on or about the Disbursement Date.

You also authorize us to initiate an ACH debit entry to Your Bank Account:

- (a) For the Total of Payments plus any accrued fees on the Payment Due Date, or on any subsequent Renewal Payment Due Date, if you contact us and select Payment Option (a) above;
- (b) For the Finance Charge plus any accrued fees on the Payment Due Date, or on any subsequent Renewal Payment Due Date, if you contact us and select Payment Option (b) above, or if you fail to contact us to confirm your payment option;
- (c) For the accrued finance charges and fees, plus \$25.00 on each Pay Date* after the 5th Renewal Payment Due Date, until the loan principal amount owed reaches \$25 or less. When your principal amount owed reaches \$25 or less, you authorize us to debit the remaining amount of principal, plus any additional fees and finance charges, on your next pay date; and
- (d) For any accrued Late Fees or Returned Payment charges, subject to this Agreement.

You agree that we may re-initiate a debit entry for the same amount if the ACH debit entry is dishonored or payment is returned for any reason. The ACH Authorizations set forth in this Agreement are to remain in full force and effect for this transaction until your indebtedness to us for the Total of Payments, plus any other charges or fees incurred and described in this Agreement, is fully satisfied. You may only revoke the above authorizations by contacting us directly at least three (3) business days prior to the Payment Due Date. If you revoke your authorization, you agree to provide us with another form of payment acceptable to us.

If any payment is returned unpaid, you authorize us to make a one-time electronic fund transfer from your account to collect a fee of \$30. If your loan is over 15 days late, you will be assessed a late fee of \$30. You voluntarily authorize us, and our successor and assigns, to initiate a debit entry to your Bank Account for payment of this fee. You further authorize us to initiate debit entries as necessary to recoup the outstanding loan balance whenever an ACH transaction is returned to us for any reason. If your payment is returned to us by your financial institution due to insufficient funds or a closed account, you agree that we also may recover court costs and reasonable attorney's fees incurred by us.

You understand and agree that this ACH authorization is provided for your convenience, and that you have authorized repayment of your loan by ACH debits voluntarily. You agree that you may repay your indebtedness through other means (i.e., money order) by providing timely payment, or through the Credit/Debit Card Authorization provided below.

You authorize us to verify all of the information that you have provided, including past and/or current information. You agree that the ACH Authorization herein is for repayment of a single payment loan, or for single payment of finance charges for Renewal transactions, and that these entries shall not recur at substantially regular intervals. If there is any missing or erroneous information in or with your loan application regarding your bank, bank routing and transit number, or account number, then you authorize us to verify and correct such information.

CREDIT/DEBIT CARD AUTHORIZATION: By signing this document below, you authorize us, and our successors or assigns, to charge any amounts owing under this Agreement to any credit/debit card that you provide to us for such purpose, in the event that any ACH debit entry, or other payment method, is returned unpaid for any reason. This authorization will remain in full force and effect until either (1) all obligations under this Agreement have been satisfied or (2) it is cancelled, in writing, in such time as to give us and the card issuer reasonable opportunity to act upon it. Such cancellations shall be emailed to support@PepperCash.com or faxed to 214-446-6314. If you choose to cancel this authorization, you agree to provide another payment method acceptable to us in our sole discretion.

RESCISSON: You may rescind future payment obligations under this Loan Agreement, without cost or finance charges, no later than 5:00 p.m. EST of the next business day immediately following the Disbursement Date ("Rescission Deadline"). To rescind future payment obligations on this loan, you must inform us in writing, by or before the Rescission Deadline by email to support@PepperCash.com or by fax to 214-446-6314 that you want to cancel the future payment obligations on this loan and that you authorize us to effect a debit entry to Your Account for the principal amount of the Loan Agreement. In the event that we timely receive your written notice of rescission on or before the Rescission Deadline but before the loan proceeds have been credited to Your Account, we will not effect a debit entry to Your Account and both ours and your obligations under this Loan Agreement will be rescinded. In the event that we timely receive your written notice of rescission on or before the Rescission Deadline but after the loan proceeds have been credited to Your Account, we will effect a debit to Your Account for the principal amount of the Loan Agreement. If we receive payment of the principal amount via the debit, ours and your obligations under this Loan Agreement will be rescinded. If we do not receive payment of the principal amount via the debit, then the Loan Agreement will remain in full force and effect.

PREPAYMENT: At any time after the Rescission Deadline defined above, you can prepay your obligations partially or in full before the Payment Date by sending us an email to the address and number referenced above informing us that you want to make a prepayment and giving us written authorization to effect a debit entry to your Bank Account for the prepayment. If we receive the prepayment via the debit, it will be applied first to fees and then to principal. Please be advised that by paying your loan off early you will not be entitled to a rebate of the unearned portion of your Finance Charge.

BANKRUPTCY: You certify to us that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code.

CONSUMER REPORTS: You authorize us to obtain consumer reports about you prior to issuing a loan to you under this Agreement, and at any time that you owe us money under this or any other Loan Agreement. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

CHECKS: If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your* account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be

Commented [MC1]: This should be changed to a tribal phone number

withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. You also authorize us to collect a fee of \$30 through an electronic fund transfer from your account if your payment is returned unpaid.

COLLECTION AND USE OF BANK ACCOUNT INFORMATION FOR PURPOSES OF COLLECTING LOAN PAYMENTS: If we extend credit to you, we will consider the bank account information provided by you as eligible for us to process payments against. In addition, as part of our information collection process, we may detect additional bank accounts under your ownership. You agree that we will consider these additional accounts to be part of the application process and eligible for payment retrieval.

DEFAULT, GOVERNING LAW, ASSIGNMENT AND EXECUTION: You will be in default under this Agreement if: (a) you provide false or misleading information about yourself, your employment, or your financial condition (including the bank account on which the electronic debit is drawn) prior to entering this Agreement; (b) you fail to make a payment by the Due Date or if your payment is returned to us unpaid for any reason; or (c) any of the following things occur: appointment of a committee, receiver, or other custodian of any of your property, or the commencement of a case under the U.S. Federal Bankruptcy Laws by or against you as a debtor. This Agreement will be governed by the laws of the State of New York. If this Agreement is consummated, then you agree that the electronically signed Agreement we receive from you will be considered the original executed Agreement, which is binding and enforceable as to both parties.

PRESERVATION OF SOVEREIGN IMMUNITY: It is the express intention of the Tribe and Enterprise, operating as an economic arm of the tribe, to fully preserve, and not waive, in whole or in part, exclusive jurisdiction, sovereign governmental immunity, and any and other rights, privileges, and immunities to which they are entitled. To protect and preserve the rights of the parties, no person Agreement may assume a waiver of immunity except by express written declaration of the Tribe's Tribal Council specifically authorizing a waiver for the matter in question.

Consumer Notice About Tribal Sovereign Immunity and Tribal Consumer Complaint Management

Sovereign Immunity. This Consumer Notice is being submitted by you to Red Rock Tribal Lending, LLC, P.O. Box 249, Waterbury, NJ 07080, the Enterprise, which is an economic development arm instrumentally, wholly owned, and limited liability company, of the Lac Vieux Desert Band of Lake Superior Chippewa ("Tribe"). The Tribe is a federally-recognized Indian Tribe and enjoys governmental sovereign immunity. In its contracts and dealings with you, the Tribe and Enterprise intend to fully preserve, and not waive, in whole or in part, exclusive jurisdiction, sovereign immunity, or any and other rights, privileges, and immunities to which they are entitled. To the extent permitted by law, Enterprise intends to enforce its rights and remedies against you for amounts owed and any settlement or property without being subject to any defenses (other than payment in full, claims, counterclaims, set off, or recoupment). Because the Tribe and Enterprise are entitled to sovereign immunity, you will be limited in what matters, if any, you may be able to assert against them. To encourage resolution of consumer complaints and as an accommodation to consumers, Section 9 of the Tribal Consumer Financial Services Regulatory Code provides that all complaints lodged, filed, or otherwise submitted by you or on your behalf follow the Tribal Dispute Resolution Procedure.

IMPORTANCE OF COMPLAINTS: It is important that you immediately inform Enterprise of any and all complaints regarding the handling of your loan. If you do so, Enterprise may, when appropriate, resolve the issue, improve services, and consider alternate procedures to address and satisfy legitimate complaints while preserving tribal sovereign immunity and exclusive jurisdiction.

TRIBAL DISPUTE RESOLUTION PROCEDURE PROVISION: As an accommodation to consumers, the Tribe and Enterprise have established a Tribal Dispute Resolution Procedure to review and consider any and all types of complaints made by or on behalf of consumers. The Tribal Dispute Resolution Procedure is found at Section 9 of the Tribal Consumer Financial Services Regulatory Code, a copy of which may be obtained upon request. The Tribe and Enterprise intend and require, to the extent permitted by law, for any complaint lodged, filed, or otherwise submitted by you or on your behalf to follow the Tribal Dispute Resolution Procedure. Under the Tribal Dispute Resolution Procedure, a consumer who, in the course of his or her otherwise lawful and proper use of Enterprise's business, has concerns about the operation of any part of Enterprise or who otherwise believes himself or herself to be aggrieved by some aspect of the operation of any part of Enterprise's business, shall direct his or her concerns or dispute in the first instance to Enterprise management, either orally or in writing. A person's complaint to the Enterprise shall be considered *prima facie* in nature to a petition for redress submitted to a sovereign government, without waiver of sovereign immunity and exclusive jurisdiction, and does not constitute any binding procedural or substantive rights for a petitioner. In the event that the consumer is dissatisfied with Enterprise's initial determination, he or she may request review of Enterprise's initial determination by submitting such request in writing to the Tribal Financial Services Regulatory Authority ("Authority"), P.O. Box 249, Waterbury, NJ 07080, no later than ten (10) days after receiving Enterprise's initial determination. A consumer may then appeal an Authority opinion by submitting such request in writing to the Tribal Council within twenty (20) days of receiving the Authority's final written decision. Any determination by or on behalf of the Tribe or Tribal Financial Services Regulatory Authority, whether procedural or substantive, shall be made by the Tribe in its sovereign discretion.

WAIVER OF JURY TRIAL AND CLASS ACTION OR CONSOLIDATED PROCEDURES: By entering into this Agreement, you agree to the Tribal Dispute Resolution Procedure as the sole mechanism of dispute resolution and expressly waive any right to trial by jury or the ability to pursue any complaint of a class, action or consolidated basis. Specifically, you acknowledge and agree that by entering into Waiver of Jury Trial:
(a) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
(b) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and
(c) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

Together, the Waiver and Tribal Dispute Resolution Procedure Provision, are binding upon and benefit you, your respective heirs, successors and assigns and is binding upon and benefits us, our successors and assigns, and related third parties. This Waiver and Tribal Dispute Resolution Procedure Provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. This Waiver and Tribal Dispute Resolution Procedure Provision survives any cancellation, termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any of this Waiver or Tribal Dispute Resolution Procedure Provision is held invalid, the remainder shall remain in effect.

Your right to file suit against us for any claim or dispute regarding this Agreement is limited by the **WAIVER OF JURY TRIAL AND TRIBAL DISPUTE RESOLUTION PROCEDURE PROVISION.**

PRIVACY POLICY:

By signing this Agreement, you agree to PepperCash.com's Privacy Policy as stated on PepperCash.com's website at the following link: <https://PepperCash.com/Privacy.aspx>

BY ENTERING IN YOUR INITIALS AND CLICKING THE "I AGREE" BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS AGREEMENT. BY ELECTRONICALLY SIGNING THIS AGREEMENT, YOU AGREE THAT THIS ELECTRONIC SIGNATURE HAS THE FULL FORCE AND EFFECT OF YOUR PHYSICAL SIGNATURE AND THAT IT BINDS YOU TO THIS AGREEMENT IN THE SAME MANNER A PHYSICAL SIGNATURE WOULD DO SO. YOU CERTIFY THAT THE INFORMATION GIVEN IN CONNECTION WITH THIS AGREEMENT IS TRUE AND CORRECT. YOU AUTHORIZE PEPPERCASH.COM TO VERIFY THE INFORMATION GIVEN IN CONNECTION WITH THIS AGREEMENT AND GIVE PEPPERCASH.COM CONSENT TO OBTAIN INFORMATION ON YOU FROM A CONSUMER REPORTING AGENCY OR OTHER SERVICE. YOU ACKNOWLEDGE THAT (A) YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THE WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.

Deleted: Costa Rica

Deleted: , except that the arbitration provision is governed by Costa Rica's Law on Alternate Conflict Resolution and the Promotion of Social Peace (Law 7727, Article 18), and the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, as adopted by the United Nations Conference on International Commercial Arbitration.

Deleted: to

Deleted: within

Deleted: ARBITRATION PROVISION

Deleted: Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. We have a policy of arbitrating all disputes with customers, including the scope and validity of this Arbitration Provision and any right you may have to participate in an alleged class action. THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS.

Deleted: §

§ 1. For purposes of this Waiver of Jury Trial and Arbitration Provision, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all U.S. federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to the Agreement, the information you gave us before entering into the Agreement, including the customer information application, and/or any past Agreement or Agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your

Deleted: §

Deleted: this Arbitration Provision

Deleted: 3. All disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you.

Deleted: Arbitration

Deleted: is

Deleted: This Arbitration Provision

Deleted: Arbitration

Deleted: Arbitration

Deleted: Arbitration

Deleted: Dispute

Deleted: ARBITRATION

Deleted: §

You may choose to opt out of this Arbitration Provision but only by following the process set forth below, if you do not

AND THE PRIVACY POLICY. (B) THIS AGREEMENT CONTAINS ALL OF THE TERMS OF THE AGREEMENT AND THAT NO REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THE AGREEMENT HAVE BEEN MADE, (C) THIS AGREEMENT WAS FILLED IN BEFORE YOU SIGNED IT, AND (D) THAT YOU HAVE PRINTED OR DOWNLOADED A COMPLETED COPY OF THIS AGREEMENT FOR YOUR RECORDS. YOU FURTHER ACKNOWLEDGE THAT PEPPERCASH.COM MAY WITHHOLD FUNDING OF YOUR LOAN AT ANY TIME PRIOR TO DISBURSEMENT SUBJECT TO VERIFICATION OF APPLICATION INFORMATION.

By signing below you agree that we will initiate ACH debits and credits to Your Bank Account as described under the ACH Authorization above. You agree that the debit entries authorized herein are for repayment of a single payment loan and shall not recur at substantially regular intervals. You agree that this ACH Authorization is subject to our approval of the Loan Agreement.

By signing below you agree that your loan may be renewed up to four times as described under AUTO-RENEWAL above, without additional notice to you. You also agree that your loan may be subject to the Workout Payment Plan after the Fifth Renewal Transaction, as described under AUTO-WORKOUT above. You authorize us to initiate debit entries to Your Bank Account for Renewal and Workout transactions as described above. You agree that you will receive no prior notice of Renewal and/or Workout plan payments, unless the amount of the payment is greater than \$1300.

By signing below you authorize us to verify all of the information that you have provided, including past and/or current information. You certify that you have made or will make all payments on any previous loans with Lender, and you agree that that Lender may cancel this loan if any payment on previous loans is not made or is returned unpaid. You agree that we may obtain information about you and your Account from your Bank and/or consumer reporting agencies and other services until all amounts owing pursuant to this Agreement are paid-in-full. If there is any missing or erroneous information in or with your loan application regarding your bank, bank routing number, or account number, then you authorize us to verify and correct such information.

By signing below you agree that your loan may be renewed up to four times as described under AUTO-RENEWAL above, without additional notice to you.

By signing below you warrant that you ARE NOT a regular or reserve member of the U.S. Military, including the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

Initial below and click "I AGREE" to electronically sign this Agreement:

Lender: PepperCash.com

Borrower's E-Signature: 1517 E-SIGNATURE 1

Borrower Initials:

First Name:
CUSTOMER_FIRST_NAME

Last Name:
CUSTOMER_LAST_NAME

SSN #:
CUSTOMER_SSN

Date:
APPLICATION DATE

CONFIDENTIAL

ROSETTE 011009